

911

A G R E E M E N T

between

COUNTY OF HUDSON

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 68-68A-68B, AFL-CIO

July 1, 1989 through June 30, 1992

DRAFTED BY:

**GENOVA, BURNS & SCHOTT, ESQS.
354 Eisenhower Parkway
Eisenhower Plaza II
Livingston, New Jersey 07039**

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ARTICLE I - RECOGNITION

1.1. The Employer recognizes the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all employees within the classifications as follows:

Chief Engineers, Assistant Chief Engineers,
Engineers, Refrigeration Engineers, Firemen,
Firemen Helpers, Welders, Pump Room
Attendants,

but excluding:

Managerial Executives, Non-Craft Employees,
Policemen, Professional Employees, Clerical
Employees and Supervisors as defined in
Chapter 303, Public Laws of 1968 of New
Jersey, and all others.

ARTICLE II - CHECK-OFF

2.1. The Employer agrees to deduct the monthly Union

~~_____~~ dues from the pay of those employees who individually

~~_____~~ in writing that such deductions be made. The amounts to

~~_____~~ shall be certified to the County by the Treasurer of

~~_____~~, and the aggregate deductions of all employees shall

~~_____~~ together with an itemized statement, to the Treasurer

~~_____~~ of the current month, after such deductions are made.

2.2. Any written designation to terminate

~~_____~~ tion for check-off must be received in writing by the

~~_____~~ and Union July 1st, and filing of notice of withdrawal

~~_____~~ effective to halt deductions as of January 1st or July

~~_____~~ succeeding the date on which notice of withdrawal is

ARTICLE III - HOLIDAYS

3.1. The Employer agrees to continue to provide the same number of paid holidays in existence in the year 1975. The same holidays shall be taken in 1989 1990, 1991 and 1992.

The thirteen (13) paid holidays are as follows:

- New Years's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Election Day
- Thanksgiving Day
- Christmas Day

3.2. If the County by resolution declares a holiday, said holiday shall be granted to employees covered by this Agreement.

3.3. If a holiday is granted by an intra-County memorandum or a notice of a holiday is transmitted by telephone because of lack of time to prepare a memorandum, said holiday shall be granted to employees covered by this Agreement.

3.4. When a member of the bargaining unit is scheduled to work on a holiday, said member shall receive eight (8) hours' pay for the day worked, and shall also receive time and one-half (1-1/2) for the hours worked, or an additional twelve (12) hours' pay for the eight (8) hours worked on said holiday, for a total of twenty (20) hours' pay.

3.5. When a member of the bargaining unit is off on a holiday he shall receive five (5) days pay for four (4) days work.

3.6. Effective July 1, 1989, in the event a paid holiday falls on a day in which an employee is otherwise not scheduled to work, the employee shall be scheduled a day off in lieu of the holiday at a time convenient to the County in its sole discretion. In the event the County fails to so schedule a day off in lieu of the holiday, the employee shall be paid for the holiday at the close of the calendar year.

There shall be no carryover of such days scheduled in lieu of holidays to a succeeding year.

3.7. When a member of the bargaining unit is scheduled off on a holiday and is called into work on the holiday, said member shall receive eight (8) hours' pay for the day worked, and shall also receive double time (2x) for the hours worked, or an additional sixteen (16) hours' pay for the eight (8) hours worked on said holiday, for a total of twenty-four (24) hours' pay.

3.8. When a member of the bargaining unit is scheduled to work on a holiday and said member is required to work an additional eight (8) hour shift on said scheduled holiday for the second eight (8) hour shift, said member shall receive double time (2x) for any and all hours worked past the member's regular shift.

**ARTICLE IV - SICK LEAVE, FUNERAL LEAVE,
MILITARY LEAVE AND PERSONAL DAYS**

4.1. The Employer agrees for the duration of this contract to continue its current practices for members of the bargaining unit with respect to sick leave and military leave.

4.2. Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leaves of absence shall be granted.

4.3. An individual employee shall be given three (3) days with pay as funeral leave for a death in the employee's immediate family.

4.4. An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, and grandparents.

4.5. Matters of special circumstances involving proper identification of the immediate family or involving an extension of leave time with or without pay shall be at the sole discretion of the County.

4.6. Personal Days: Effective October 20, 1989, each employee in all titles in this bargaining unit shall be entitled to one (1) paid personal day provided the employee is employed by the County on October 20, 1989. This benefit shall continue

through contract year 1990. Effective January 1, 1991, employees then employed by the County shall receive an additional one (1) paid personal day.

Requests for personal days shall be made in writing at least seven (7) days in advance and approved in advance of the requested date by the employee's immediate supervisor. Personal days may be granted, in the County's discretion, on shorter notice in the event of an emergency.

New employees hired after the execution of this Memorandum of Agreement shall have been in the employ of the County for six (6) full months before being entitled to paid personal days under this Agreement. Personal days must be used within the 12 calendar months in the calendar year in which such days are earned. There shall be no carryover or banking of personal days.

4.7. If the County voluntarily grants personal leave days to any other Union in negotiations other than the Welfare Division, then the employees covered by this Agreement shall receive the benefit.

4.8 Sick Leave Bonus: The sum of \$100, less payroll deductions shall be paid to each employee who uses five (5) or less sick days during the course of the preceding twelve (12) month period in the calendar year, December included, to be paid on the last regular pay day in December.

ARTICLE V - JURY DUTY

5.1. Jury duty is the responsibility of every citizen, therefore, unless there is a strong evidence the employee's absence from work would seriously impair in any way the operation, the employee shall be expected to serve.

5.2. Regardless of the length of time in performing this responsibility, the employee's service record will remain unbroken.

5.3. The employee will receive pay during the period of jury service equal to his regular wages, less the remuneration of jury service allowance. A statement of jury earnings and time served must be supplied by the employee to the County to allow verification of same.

5.4. If an employee reports for jury duty and is excused that day, the employee shall be required to report back to work, as soon as practical thereafter, except such employee shall not be required in said instance if there is less than four (4) hours remaining in the work shift.

ARTICLE VI - MISCELLANEOUS LEAVES OF ABSENCE

6.1. A maximum of one (1) employee to be selected by the Union shall be entitled to time off for attendance at Union conventions. The amount of time off for all such employees shall not exceed a total of five (5) work days each.

ARTICLE VII - CALL IN TIME

7.1. Any member of the bargaining unit who is called into work shall be guaranteed not less than four (4) hours at time and one-half (1-1/2) call in pay. If said member of the bargaining unit works to a fifth (5th) hour, he shall receive time and one-half (1-1/2) for eight (8) hours.

7.2. Any member of the bargaining unit who is called in, in an emergency, shall be guaranteed not less than four (4) hours at time and one-half (1-1/2) call in pay. If said member of the bargaining unit works to a fifth (5th) hour, he shall receive time and one-half (1-1/2) for eight (8) hours.

ARTICLE VIII - VACATIONS

8.1. Employess hired January 1, 1979 and later covered by this Agreement shall be granted the vacation schedule below:

1st year of employment - one (1) day per month up to September 30th of the first year;

Beginning the second calendar year of employment through the fifth calendar year, twelve (12) working days;

Beginning the sixth calendar year through the fifteenth calendar year, fifteen (15) working days;

Beginning the sixteenth calendar year through the thirtieth calendar year, twenty (20) working days;

Beginning the thirty-first calendar year and thereafter, twenty-five (25) working days.

8.2. Employees hired prior to January 1, 1979 and covered by this Agreement shall be granted the vacation schedule below:

One (1) working day a month up until the end of the first calendar year;

Fifteen (15) working days thereafter until the completion of fifteen (15) years;

Twenty (20) working days from the beginning of the sixteenth year to the end of the thirtieth year;

Beginning the thirty-first year, twenty-five (25) working days.

8.3. Effective January 1, 1990, the following vacation schedule shall be in effect for employees with 25 years or greater service.

<u>Years of Service</u>	<u>Vacation Days</u>
25 years	25
26 years	26
27 years	27
28 years	28
29 years	29
30 years	30
or greater	

In all other respects, vacation entitlement shall remain unchanged. Vacations shall be continued to be picked in accordance with past practice.

8.4. After an employee's vacation schedule has been approved by supervision, it shall not be changed except in the case of a verified extreme emergency. A vacation schedule may be changed by mutual agreement.

8.5. An employee shall receive a copy of his vacation schedule after it has been approved.

8.6. Vacation checks will be paid on the day the employee leaves work to start his vacation.

8.7. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

ARTICLE IX - DISCIPLINE

9.1. Disciplinary action may be imposed upon any employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular Grievance Procedure.

9.2. Whenever practicable, if the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

ARTICLE X - RETIREMENT ALLOWANCE

10.1. Effective June 30, 1978, the County shall establish a retirement leave payment. The retirement leave payment for an employee shall be calculated at the rate of (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed three thousand (\$3,000.00) dollars. The maximum retirement leave payment shall be increased from \$3,000 to \$5,000 for retirements occurring after January 1, 1990.

10.2. If the current budget does not permit immediate payment upon retirement, then such payment may be made after December 15, but in no event later than the following January. If an employee retires, but dies prior to the payment of the retirement leave, the County shall pay to the employee's estate the retirement leave pay.

10.3. If an employee has reached the minimum retirement age of 60 years of age and dies while continuing in the employ of the County, the retirement leave payment for unused accumulated sick leave shall be paid to that employee's estate.

ARTICLE XI - SENIORITY

11.1. Wherever practicable, seniority shall prevail in connection with vacation schedules and holiday assignments.

11.2. In cases of equal seniority, preferences will be given to qualified veterans before non-veterans.

11.3. Seniority for all purposes is defined in accordance with Civil Service Rules and Lsw.

ARTICLE XII - MANAGEMENT RIGHTS

12.1. Nothing herein shall alter or deprive any employse rights guaranteed to him by Federal or State Law and all rights enumerated hsrein.

12.2. The Employer hsreby retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

12.3. The County, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons, to maintain the efficiency of ths hospital operations entrusted to them and determine ths methods, means and personnel by which such operationa are to be conducted, and further to take whatever other actions may be necessary to carry out the mission of ths hospital in any situation.

ARTICLE XIII - POLICY ON DISCRIMINATION

13.1. The Employer and the Union both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality or sex, and the parties further agree that no employee shall be discriminated against or interfered with because of lawful Union activities.

ARTICLE XIV - GRIEVANCE AND ARBITRATION PROCEDURE

14.1. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

14.2. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

14.3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

14.4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

STEP ONE

The grievance shall be discussed with the employee involved and the Union representative with the immediate supervisor designated by the Employer. The answer shall be in

writing and made within three (3) days by each immediate supervisor to the Union.

STEP TWO

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Union and submitted to the Department Head or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union within five (5) days of submission.

STEP THREE

If the grievance is not settled at Step Two then the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Director of Personnel. A written answer to such grievance shall be served upon the individual and the Grievance Committee seven (7) calendar days after submission.

STEP FOUR

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the

provisions of the Civil Service Act, then the Union shall have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be Joseph Wildebush of Pompton Lakes, New Jersey. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitration but the costs of the arbitrator shall be borne by the Employer and the Union equally.

The Union President, or his authorized representative, may report an impending grievance to the County Executive in an effort to forestall its occurrence.

14.5. Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the hospital departments.

14.6. Nothing herein shall prevent any employee from processing his own grievance, provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

ARTICLE XV - SALARIES

15.1. 1989: Effective and retroactive to July 1, 1989, employees in all titles in this bargaining unit in the employ of the County on October 20, 1989 shall receive a six percent (6%) across the board wage increase applied to the base annual rate in effect on June 30, 1989.

15.2. 1990: Effective on July 1, 1990, employees in all titles in this bargaining unit in the employ of the County on July 1, 1990, shall receive a six percent (6%) across the board wage increase applied to the base annual rate in effect on June 30, 1990.

15.3. 1991: Effective July 1, 1991, employees in all titles in this bargaining unit in the employ of the County on July 1, 1991, shall receive a six percent (6%) across the board wage increase applied to the base annual rate in effect on June 30, 1991.

15.4. Retroactive wage increases provided in Section 15.1, shall be made in two separate checks: one for retroactive overtime, and the second for retroactive straight time.

ARTICLE XVI - UNION REPRESENTATIVES

16.1. The Employer shall recognize and deal with those Union Representatives and Grievance Committee members designated by the Union through its internal processes in each department and division of employment. The said Grievance Committee shall not exceed three (3) members.

ARTICLE XVII - BULLETIN BOARDS

17.1. Bulletin board space shall be allowed as available by the Employer at the various work locations for the exclusive use of the Union posting Union announcements and other information of a non-controversial nature. The Employer shall have the right to determine the location and space to be allotted for Union purposes. If it is necessary to add additional bulletin boards at any location, such expense shall be borne exclusively by the Union.

ARTICLE XVIII - HEALTH BENEFITS AND INSURANCE

18.1. The insurance and health benefit levels in effect at the time of the signing of this Agreement shall remain in effect until June 30, 1992, and thereafter unless the County and the Union mutually agree to any change.

18.2. Effective January 1, 1979, the County shall improve the prescription drug program to provide a \$1.00 co-pay benefit level.

18.3. Effective July 1, 1979, the County shall establish the basic County dental program which shall be at a benefit level of the Blue Cross/Blue Shield basic plan benefit level. This County basic dental program shall be provided for the employee and spouse; in the case of an employee who is without spouse but with dependent children and is so covered for the health insurance, such employee may elect the employee and children program. Effective July 1, 1981, the dental plan shall be extended to cover employer, spouse and children.

18.4. Effective July 1, 1979, the County life insurance program shall be increased to a benefit level of \$5,000.00.

18.5. The parties agree that the County shall have the unilateral right to select the insurance carrier and program and/or self insure in its sole and absolute discretion. Any dispute dealing with the selection of insurance carrier, program,

or decision to self insure shall not be subject to the Grievance Procedure. No reduction in benefit level shall result.

18.6. Effective January 1, 1987, the County program for payment of Blue Cross/Blue Shield shall be started for employees who retire after January 1, 1987, with twenty-five (25) years of service to the County (unless this provision is reduced to a lower requirement, which shall then prevail). Employees who retire before January 1, 1987, shall not be entitled to this benefit. This benefit is subject to the County gaining necessary State approval for a line item in the budget for this item.

18.7. The Union agrees to participate in an insurance review committee made up of a representative of each Union to review the possibility of changing health/medical insurance during the term of this collective bargaining agreement.

ARTICLE XIX - UNION SECURITY

19.1. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

19.2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

19.3. The amount of said representation fee shall be certified to the Employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

19.4. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action or claims of loss whatsoever arising as a result of such deductions.

19.5. The Employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

19.6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE XX - GENERAL PROVISIONS

20.1. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

20.2. The representatives of the Employer and the Union may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.

20.3. The benefits provided for in this Agreement shall accrue only to those employees in the employ of the Employer on the date that this document is signed. Such benefits will also accrue to those employees hired after the date of signing of this document.

20.4. The Chief Engineer shall not stand a watch except in the case of an emergency.

20.5. The length of the break-in period for new employees shall be left to the discretion of the Chief Engineer.

20.6. The members of the bargaining unit of Local 68 shall be as follows:

Paid one (1) hour lunch in addition to their 40 hour week for a total of 45 hours' pay for 40 hours of work each week.

Chief	- Rate x 5 hrs. per week = Total Total + weeks pay
Assistant Chief Engineer	- Rate x 5 hrs. per week = Total Total + weeks pay
Engineer & Welder	- Rate x 5 hrs. per week = Total Total + weeks pay
Fireman	- Rate x 5 hrs. per week = Total Total + weeks pay
Pump Room	- Rate x 5 hrs. per week = Total Total + weeks pay

Effective January 1, 1986, the lunch hour shall be included in base salary for all purposes including overtime. Pension shall be continued on this payment.

20.7. The County shall provide the license stipend in accordance with the agreed upon practice. The license stipend of \$450 shall be increased by \$50.00, to \$500 effective July 1, 1990, and by an additional \$50.00, to \$550 per year effective July 1, 1991. The license stipend shall be paid to each member of the unit on or about December 1 of each year.

ARTICLE XXI - LONGEVITY

21.1. The County of Hudson, recognizing the importance of long-term employees of the County of Hudson, sets forth the following longevity program.

21.2. For employees with more than five (5) years of service, but not more than ten (10) years of service - \$200.00 per annum;

21.3. For employees with more than ten (10) years of service, but not more than fifteen (15) years of service - \$400.00 per annum;

21.4. For employees with more than fifteen (15) years of service, but not more than twenty (20) years of service - \$600.00 per annum;

21.5. For employees with more than twenty (20) years of service, but not more than twenty-five (25) years of service - \$800.00 per annum;

21.6. For employees with more than twenty-five (25) years of service - \$1,000.00 per annum.

21.7. The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

ARTICLE XXII - UNIFORMS

22.1. The County agrees to continue supplying uniforms to all employees who are members of the Operating Engineers, Local 68, 68A, 68B, and are now receiving them from the County.

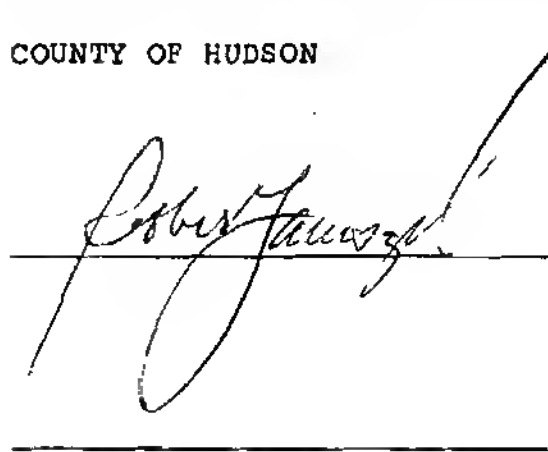
ARTICLE XXIII - FULLY-BARGAINED PROVISIONS

23.1. This Agreement represents the entire agreement of the parties. Any and all proposals and counterproposals not contained herein are deemed withdrawn by both parties.

ARTICLE XXIV - DURATION OF AGREEMENT

24.1. This Agreement shall become effective July 1, 1989, and the terms and conditions specified shall be retroactive July 1, 1989, and the termination date shall be June 30, 1992. This Agreement may be extended by mutual agreement of the parties, if expressed in writing.


COUNTY OF HUDSON




INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B,
AFL-CIO



VINCENT J. GIBLIN
Business Manager



THOMAS P. GIBLIN
President



CLARENCE REED
Recording Secretary

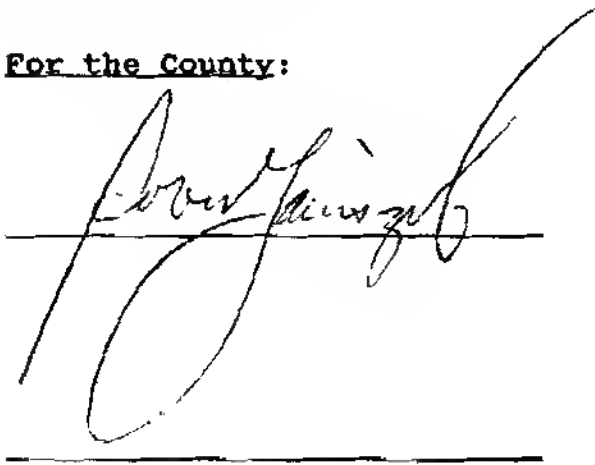


JOSEPH J. FARRELL
Business Representative

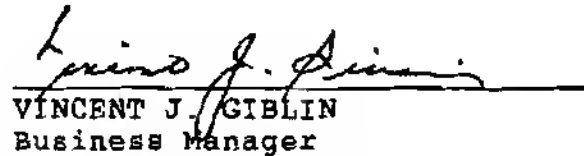
Letter of Understanding

In consideration for additional administrative responsibilities to be assigned in the County's discretion to Trevor Nugent, a differential of \$1,000 shall be added to his base annual salary.

For the County:



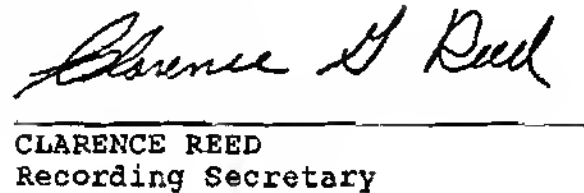
For the Union:



VINCENT J. GIBLIN
Business Manager



THOMAS P. GIBLIN
President



CLARENCE REED
Recording Secretary



JOSEPH J. FARRELL
Business Representative

DATED:

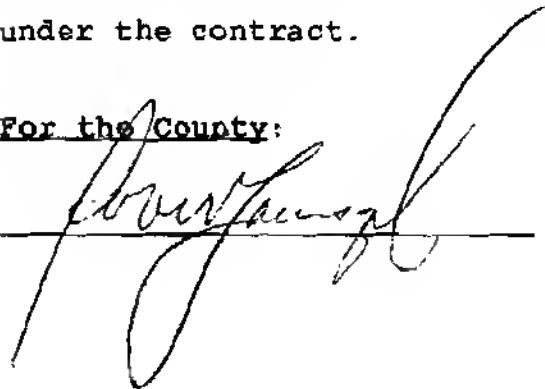
Letter of Understanding

Vacation Leave

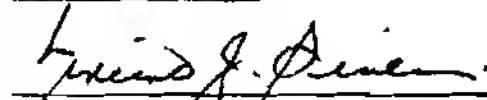
10/20/89

Under the Memorandum of Agreement executed by the parties on 10/20/89, the County and Union agreed to incorporate by reference the vacation leave accumulation requirements of NJAC 4A:6-1.2(e). In the event the County fails to schedule an employee's vacation in the second year contemplated by the aforesaid regulation, and the employee therefore is unable to take his vacation, the County and Union shall meet to negotiate the resolution of this issue prior to exercising their rights under the contract.

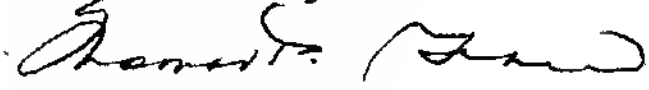
For the County:



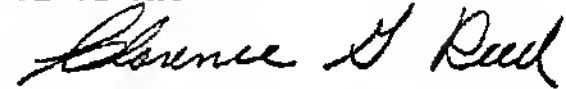
For the Union:



VINCENT J. GIBLIN
Business Manager



THOMAS P. GIBLIN
President



CLARENCE REED
Recording Secretary



JOSEPH J. FARRELL
Business Representative

DATED:

Letter of Understanding

Asbestos Differential

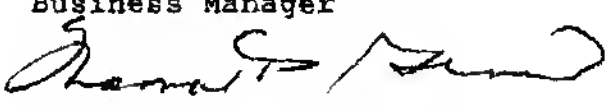
LOCAL 68, IUOE AND THE COUNTY OF HUDSON AGREE AS FOLLOWS:

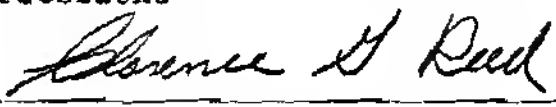
1. Employees will receive a 5% differential added to their base annual salary upon their having received permission to attend an asbestos Handler/Supervisor course and successfully complete said course.
2. Employees will continue to receive the 5% differential only so long as they agree to perform work consistent with their certification.

DATE: January 22, 1990


COUNTY OF HUDSON


VINCENT J. GIBLIN
Business Manager


THOMAS P. GIBLIN
President


CLARENCE REED
Recording Secretary


JOSEPH J. FARRELL
Business Representative

WP1

Local 68 I.U.O.E. and the County of Hudson agree to add the following to their collective negotiations agreement effective immediately:

SICK LEAVE BDNUS

Employees who regularly work 35 or more hours per week and who are absent five days or less in a full calendar year due to sickness or absenteeism, shall be paid \$100 (less taxes) on the last regular pay day in December.

Employees who regularly work 20 or more and less than 35 hours per week and who are absent five days or less in a full calendar year due to sickness or absenteeism shall be paid \$50 (less taxes) on the last regular pay day in December.

LOCAL 68

COUNTY OF HUDSON

DATE

DATE

LOCAL 68

OF APR 27 48:

RECEIVED